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craigslist, Inc.

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION

craigslist, Inc., a Delaware corporation,

Case No. CV-08-5062 PVT

Plaintiff,

**~~[PROPOSED]~~ STIPULATION FOR ENTRY
OF PERMANENT INJUNCTION**

v.

Jody Graffunder; John Doe d/b/a
Craigslismarketer.com and Does 2 through
25, inclusive,

Defendants.

I. STIPULATION

Defendant Jody Mark Graffunder ("Defendant") and Plaintiff craigslist, Inc. ("craigslist") stipulate to entry of a permanent injunction as set forth below. This stipulation arises out of a Settlement Agreement between the parties, and does not alter or supersede the obligations under the Settlement Agreement.

Defendant and craigslist stipulate as follows:

1 1. Defendant consents to this Court's jurisdiction over the subject matter at issue in
2 this action.

3 2. Defendant consents to this Court's personal jurisdiction over him for the purposes
4 of entry of this stipulation and enforcement of the Settlement Agreement between the parties.

5 3. Defendant and craigslist consent to entry of this judgment for permanent injunctive
6 relief against Defendant immediately and permanently and forever enjoining Defendant, his
7 officers, agents, servants, employees, successors, and assigns, and any persons acting in active
8 concert or participation with them who receive actual notice of this Permanent Injunction by
9 personal service or otherwise from:

10 (a) Manufacturing, developing, creating, adapting, modifying, exchanging,
11 offering, distributing, selling, providing, donating, contributing, making available to the public,
12 importing, trafficking in, or using any automated device or computer program (including, but not
13 limited to, any technology, product, service, device, component, or part thereof) that facilitates
14 the creation of automated postings on craigslist, the flagging of previously posted content, or the
15 creation of multiple craigslist accounts including phone verified accounts;

16 (b) Manufacturing, developing, creating, adapting, modifying, exchanging,
17 offering, distributing, selling, providing, donating, contributing, making available to the public,
18 importing, making available, trafficking in, or using content that uses automated means
19 (including, but not limited to, spiders, robots, crawlers, data mining tools, and data scraping tools)
20 to download or otherwise obtain data from craigslist;

21 (c) Engaging in any activity that disrupts, diminishes the quality of, interferes
22 with the performance of, or impairs the functionality of, craigslist's services or the craigslist
23 website;

24 (d) Copying, distributing, displaying, creating derivative works or otherwise
25 using protected elements of craigslist's copyrighted website (located at www.craigslist.org),
26 including, but not limited to, the website's post to classifieds, account registration and account log
27 in expressions and compilations, and from inducing, encouraging, causing or materially
28 contributing to any other person or entity doing the same;

1 (e) Circumventing technological measures that control access to craigslist's
2 copyrighted website and/or portions thereof (including, but not limited to, CAPTCHAs and RE-
3 CAPTCHAs), and from inducing, encouraging, causing or materially contributing to any other
4 person or entity doing the same;

5 (f) Manufacturing, developing, creating, adapting, modifying, exchanging,
6 offering, selling, distributing, providing, creating, donating, contributing, making available to the
7 public, importing, trafficking in, or using technology, products, services, devices, components, or
8 parts thereof, that are primarily designed or produced for the purpose of circumventing
9 technological measures and/or protection afforded by technological measures that control access
10 to craigslist's copyrighted website and/or portions thereof, and from inducing, encouraging,
11 causing or materially contributing to any other person or entity doing the same;

12 (g) Accessing or attempting to access craigslist's computers, computer
13 systems, computer network, computer programs, and data, without authorization or in excess of
14 authorized access, including, but not limited to, creating accounts, flagging previously posted
15 content, or posting content on the craigslist website, and from inducing, encouraging, causing,
16 materially contributing to, aiding or abetting any other person or entity to do the same;

17 (h) Manufacturing, developing, creating, adapting, modifying, exchanging,
18 offering, selling, distributing, providing, donating, contributing, making available to the public,
19 importing, trafficking in, purchasing, acquiring, transferring, marketing or using any program,
20 device, or service designed to provide an automated means of accessing craigslist's website,
21 automated means of creating craigslist accounts, or automated means of posting ads or other
22 content on the craigslist's website, including, but not limited to, any program, device, or service
23 that is, in whole or in part, designed to circumvent security measures on the craigslist website;

24 (i) Repeatedly posting the same or similar content on craigslist, posting the
25 same item or service in more than one category on craigslist, posting the same item or service in
26 more than one geographic area on craigslist, and from inducing, encouraging, causing, assisting,
27 aiding, abetting or contributing to any other person or entity doing the same;

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1 (j) Posting ads on behalf of others, causing ads to be posted on behalf of
2 others, and accessing craigslist to facilitate posting ads on behalf of others;

3 (k) Using, offering, selling or otherwise providing a third-party agent, service,
4 or intermediary to post content to craigslist;

5 (l) Misusing or abusing craigslist, the craigslist website and craigslist services
6 in any way, including, but not limited to, violating the craigslist TOUs;

7 (m) Accessing or using craigslist's website for any commercial purpose
8 whatsoever; and

9 (n) Using the CRAIGSLIST mark and any confusingly similar designations in
10 Internet advertisements and otherwise in commerce in any manner likely to confuse consumers as
11 to their association, affiliation, endorsement or sponsorship with or by craigslist.

12 5. This Permanent Injunction is final and may not be appealed by either party.
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2 Dated: November 20, 2009

PERKINS COLE LLP

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4 By: _____

Elizabeth McDougall

Attorneys for Plaintiff craigslist, Inc.

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7 Dated: November 20, 2009

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9 By: _____

Jody Mark Graffunder

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11 **PURSUANT TO STIPULATION, IT IS SO ORDERED**

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15 Dated: July 15, 2009

2010
2009

The Honorable Patricia A. Trumbull
United States Magistrate Judge
Northern District of California
JEREMY FOGEL
United States District Judge